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Title: **Rensselaer City School District and Rensselaer City School District Unit #8268, CSEA, Local 1000 AFSCME, AFL-CIO, Rensselaer County Educational Local 871 (2009) (MOA)**

Employer Name: **Rensselaer City School District**

Union: **Rensselaer City School District Unit #8268, CSEA, Local 1000 AFSCME, AFL-CIO, Rensselaer County Educational Local 871**

Local: **Rensselaer County Educational Local 871, 1000**

Effective Date: **07/01/09**

Expiration Date: **06/30/11**

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GEN 16036

Letter of Understanding
by and between the
Rensselaer City School District
And
CSEA, Local 1000 AFSCME, AFL-CIO
Rensselaer City School District Unit #8268
Rensselaer County Educational Local 871

WHEREAS, in these turbulent economic times it is not advantageous for either the Rensselaer City School District or the Rensselaer CSEA Unit #8268 to be engaged in contractual negotiations.

WHEREAS, both parties agree that the most effective course of action would be the extension of the existing contract.

NOW THEREFORE IT IS DETERMINED that both parties agree with the following conditions for a two year extension.

1. Article XXV / HOURLY SALARY GRADE SCHEDULE "A", page 18 will be extended as:

Effective July 1, 2009 – June 30, 2010, each step on the 2008-2009 salary schedules will be increased by three and one half percent (3.5%).

Effective July 1, 2010 June 30, 2011 each step on the 2009-2010 salary schedules will be increased by three and one half percent (3.5%).

2. All pay schedules will be adjusted as above and agreed upon by both the District and the Association for correctness.
3. The above agreement will end on June 30, 2011. Both parties agree to commence negotiations in January 2011.
4. All other articles/conditions of the current CSEA Bargaining Agreement shall remain in effect, as is, for the entire term of the contract extension.

FOR THE RENSSELAER CSD
BOARD OF EDUCATION


John M. Mooney, President

12/16/08
Date

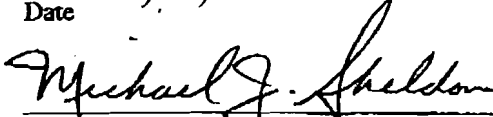

Gordon Reynolds, Superintendent

12/16/08
Date

FOR THE RENSSELAER CSD UNIT OF
RENSSELAER EDUCATIONAL LOCAL #871
OF THE CSEA, INC., LOCAL 1000,
AFSCME, AFL-CIO


Tracy Farley, Unit President

12/11/08
Date


Michael Sheldon, Labor Relations Specialist

12/10/08
Date

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Board of Ed.

AGREEMENT

by and between the

**RENSSELAER CITY
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



Rensselaer City SD Unit #8268
Rensselaer County Educational Local 871

July 1, 2004 - June 30, 2009

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ARTICLE I

PREAMBLE

This Agreement made this _____ day of _____, 2005, by and between the Rensselaer City School District (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO School District Unit #8268 of the Rensselaer County Educational Local #871 (hereinafter referred to as the "Union") acting as the duly recognized collective bargaining representative of all employees who comprise the bargaining unit set forth in Article II of this Agreement (hereinafter collectively referred to as the "Employees").

ARTICLE II

RECOGNITION

Section 1. The Rensselaer City School District recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive bargaining agent for the non-instructional employees and Teaching Assistants of the Rensselaer City School District. Said recognition to extend for the maximum period allowed by law.

Section 2. Excluded from such recognition and representation are School Business Executive; Secretary to the Superintendent of Schools, Maintenance Foreman, Supervisor of Buildings, Grounds and Maintenance, Food Service Manager, Senior Account Clerk/Office Manager assigned to the Business Office and Typist assigned to the Assistant to the Superintendent for Curriculum, Instruction and Evaluation.

Section 3. The Civil Service Employees Association, Inc., affirms on behalf of itself and its membership that it does not assert the right to strike against the Rensselaer City School District, to assist in or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in any such strike.

ARTICLE III

EMPLOYEE ORGANIZATION RIGHTS

- A. The union shall have the exclusive payroll deduction of membership dues for those employees who sign authorizations permitting such deductions. The Employer shall deduct such dues from each paycheck each pay period in equal installments.
- B. The Employer shall provide space for one (1) bulletin board for the CSEA in each building. The space provided shall be located as close as possible to the time clock.

ARTICLE III / EMPLOYEE ORGANIZATION RIGHTS (Continued)

- C. The District will permit the Union to conduct meetings at reasonable times and places provided that any costs attached shall be borne by the Union, such meetings do not interfere with normal working hours, requests for such meeting space are made at least two (2) days in advance, and that such space is available without interruption or interference with any other District usage. Requests for building usage shall be made to the Building Principal on a form provided by the District.
- D. The District will make available in the CSEA dues deduction privilege a combined payroll deduction for CSEA insurance. The CSEA will notify the District of any insurance deduction changes in writing at least 30 days in advance. The employee will sign a payroll deduction authorization card for such privilege. The card will be provided by the Association. The CSEA will be responsible for the disbursement of the funds deducted for insurance purposes.
- E. The CSEA representative will have access to the President of the Local Unit during work hours under the following conditions:
 - a. Such access will be with the approval of the President's immediate supervisor.
 - b. Such access will not interfere with the regular duties and responsibilities of the employee.
 - c. In the event the President is absent the Vice-President will be considered Acting President for purposes of this Article.
- F. Upon the written approval of the Superintendent of Schools and with at least three (3) days advance notice to the District, the Unit President and their designee each may be allowed up to three (3) days leave to attend conventions, workshops, delegate meetings or other union activities without loss of pay.
- G. Association President is to be give a copy of the Board of Education agenda and the officially approved minutes of the Board after they become available.
- H. The District will provide the Unit President with a list of all employees in the CSEA bargaining unit. The list will contain the name, address, job title and date of employment of the Unit member. The list will be provided upon request but limited to twice per year.

ARTICLE IV

SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to law then such provision shall not be deemed valid and subsisting except to the extend permitted by law, but all other provisions shall continue effective.

ARTICLE V

LEGISLATIVE APPROVAL

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE VI

RETIREMENT

The District retirement plan under the New York State Employee's Retirement System is Plan 75i. Effective July 1, 1978, the District will adopt the Death Benefit Rider 60-b. Effective July 1, 1994, the District will adopt Rider 41-J.

ARTICLE VII

WORKDAY - WORKWEEK - WORK YEAR

Section 1. The work year for 12 month employees will be from July 1 through June 30. A member of the Unit may sit in with the District and RTA on calendar discussions. Final approval of the calendar is reserved to the Board of Education.

Section 2. The work year for 10 month clerical employees shall be the days that school is in session. The employee may be asked to work up to five (5) additional days beyond the number of days school is in session. The additional days will be worked out between the Employee and their Supervisor. The additional days may not exceed five (5) without the permission of the School Business Executive.

Section 3. An 11 month employee is one who works from September 1 to June 30 but is required to work prior to September 1 or after June 30 on a four week basis.

Section 4. All employees who work thirty (30) hours or more per week on a regularly scheduled basis shall be considered full-time employees.

Section 5. The workweek for full-time 12 month office personnel is Monday through Friday. During this workweek, such personnel work a 7 hour day shift exclusive of a 45 minute lunch break.

Section 6. The workweek for full-time 10 and 11 month office personnel is Monday through Friday. During this workweek, such personnel work a 7 hour day shift exclusive of a 30 minute lunch break.

ARTICLE VII / WORKDAY - WORKWEEK - WORK YEAR (Continued)

Section 7. The workweek for maintenance employees, is a five day work cycle. The work shift is an eight (8) hour shift exclusive of a 30 minute lunch break. Due to the nature of the work of maintenance employees, it is sometimes necessary that such lunch periods be interrupted. In the event that a maintenance employee is required to work during their scheduled lunch time, they shall be paid for the time worked. In buildings with more than one maintenance employee, the District will attempt to stagger lunch periods to minimize interruptions of lunch periods.

Section 8. Food Service and Maintenance Cleaners will continue to work their respective schedules.

Section 9. If the District must change an employee's normal work hours, they shall provide the affected employee(s) with at least two (2) weeks advance written notice of the change. Any work hour changes that result from a change in student assignment may occur with less than two (2) weeks notice.

Section 10. Call-In Pay

Employees called into work outside their normal work schedules shall be paid a minimum of one and one-half (1-1/2) hours pay.

Section 11. Work Breaks

For each half day of work of three (3) or more consecutive hours, employees will be entitled to a ten (10) minute work break in each half of the workday. Such breaks may be staggered by the Supervisor.

Section 12. Teacher Aides will be provided notice as to whether or not their services will be needed in the following school year at the same time as notice is given to other employees in the Unit. The work year for Teacher Aides will be determined by the number of days school is in session for students, less any emergency days and examination days. Teacher Aides will not report to work on any additional teacher attendance days, such as conference days or orientation sessions, unless required to do so by the District.

Section 13. Summer Work For Teacher Aides

When the District requires the services of a Teacher Aide during the summer, such work shall be offered to Teacher Aides within the skill area needed by the District on a rotating call-in basis.

Section 14. The work schedule for School Bus Drivers will be as established at the beginning of each school year by the District based on the number of runs needed. All regular bus drivers, excluding temporary or substitute drivers, will work and be paid a minimum of two (2) hours per run in either AM or PM routes inclusive of driving, non-mechanical servicing and cleaning their buses.

ARTICLE VIII / VACATION

All full-time 12 month employees shall be entitled to the following vacation schedule:

UPON COMPLETION OF	WEEK(S) VACATION
1 - 7 years of service	2 weeks
8 - 14 years of service	3 weeks
15 - 20 years of service	4 weeks

Upon completion of 20 years of service, an employee will receive one additional day for each additional completed year of service beyond twenty to a maximum of twenty-five days vacation.

Example:

20 years of service completed = 20 days vacation + 1 additional day.
21 years of service completed = 21 days vacation + 1 additional day.
22 years of service completed = 22 days vacation + 1 additional day.
23 years of service completed = 23 days vacation + 1 additional day.
24 years of service completed = 24 days vacation + 1 additional day.
25 years of service completed = 25 days vacation

Vacation days are to be taken at the time specified by the Supervisor with the most senior employee granted preferred consideration of their vacation request. Vacation days are not cumulative.

The District's vacation policy for 10 month clerical employees in effect in 1975-76 will be the same in 1991-94. In addition, this benefit shall not apply to any new hires.

If a designated holiday falls within an employee's vacation period, the vacation will be extended by one day. An employee can have their vacation pay before leaving on their vacation with advance notice to the Business Office.

ARTICLE IX

SENIORITY

Seniority is defined as the amount of continuous service within a department as a regularly scheduled employee and does not cover periods when serving as a substitute or temporary employee. Seniority for all new regular full time and regular part time hires will be dated from the date of Board appointment. All regular full time and regular part time hires will be presented to the Board for approval not later than sixty (60) days from when they begin work as a regular full or part time employee. No health insurance or vacation benefits will accrue or apply to new hires for a period of ninety (90) days after they begin work as full time employees of the District. Seniority will

ARTICLE IX / SENIORITY (Continued)

continue to be determined in accordance with Civil Service Laws, Rules and Regulations. For those not covered by Civil Service Laws, Rules and Regulations, seniority will also apply for vacation preference, layoff and recall from layoff. Employees who are laid off will be placed on a preferred eligible list for recall for a period of three years. If during that time, an employee is recalled and does not accept the recall, they shall be removed from the list.

Within the Department* in which a lay off is to take place, part-time employees will be laid off first and then full-time employees. A non-competitive class employee shall be able to bump down into a previously held position in another department(s) provided the employee has more seniority within that department(s) than current employees in the department.

*Departments are defined as follows: Food Service Department, Cleaner/Maintenance Department; Transportation Department; Bus Mechanics; Clerical Staff District-wide according to Civil Service Titles, excluding confidential employees; Health Department (Nurses); Attendance Officer/Messenger; Teacher Aides; Bus Dispatcher; Special Aid Funded Positions; Assistant Network Engineer.

Employees will be notified in writing at least thirty (30) calendar days in advance if they are to be laid off. Any employee who receives notice of a lay off, who utilizes sick leave after notification of lay off, shall be required to provide proof of the necessity for such sick leave.

ARTICLE X

OUT-OF-TITLE WORK

Employees assigned to perform work of a higher paid position shall receive out-of-title pay for the higher paid position after two full days in the higher paid position. If the District knows that an employee will be assigned to perform work of a higher paid position for longer than two days, the higher pay will commence at the start of the assignment.

ARTICLE XI

HOLIDAYS

Section 1. Full-time 12 month employees shall be paid for the following holidays:

New Year's Day	Columbus Day
Washington's Birthday (or Lincoln's Birthday)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day
	Martin Luther King Day

ARTICLE XI / HOLIDAYS (Continued)

Section 2. Full-time 11 month employees shall be paid for the following holidays:

New Year's Day	Columbus Day
Washington's Birthday (or Lincoln's Birthday)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day
	Martin Luther King Day

If the eleven month employee is not scheduled to work during July, the 4th of July holiday will be substituted for another day by the District to make the 13th day.

Section 3. Full-time 10 month employees shall be paid for 12 of the above holidays excluding July 4th.

In the event that a listed holiday falls on a Saturday, it will be observed on the preceding Friday and; if it falls on a Sunday, it will be observed on the following Monday provided that said observance does not conflict with the school calendar. Should a Monday or Friday conflict with the school calendar the parties will work out the day.

Section 4. An employee required to work on Christmas, Easter, Thanksgiving Day or New Year's Day will be paid twice their hourly rate of pay for hours worked in addition to their holiday pay if entitled to holiday pay.

Section 5. Employees who work 25-30 hours per week will be paid for Christmas, Good Friday, Thanksgiving and the day after Thanksgiving.

ARTICLE XII

ACCESS TO FILES

The Employer agrees that each employee will be allowed to examine their personal folder upon request. Such request must be made at least twenty-four hours prior to the examination. Said examination may be made only during the open hours of the office where the file is kept and while a secretary is on duty.

Excluded from such review are confidential references and papers regarding the initial employment and past employment references of the District.

The personal folder will contain all documentation supplied to the Employer.

An employee shall have the right to file a written response to the District regarding any material in their personnel folder that they deem to be adverse and that written response shall be appended to the material in question.

ARTICLE XIII

POSTING OF VACANCIES

The District agrees to post notices of vacancies and promotional opportunities in the bargaining unit within one calendar week after they become known. Job vacancies will be posted for five (5) working days before the positions are actually filled. Present employees may apply for the jobs.

After a period of one year, new employees will be given a letter from the District notifying them of the end of their probationary period.

ARTICLE XIV

HEALTH INSURANCE

Section 1. Effective July 1, 1995, the District shall continue to provide monthly premium payment for health insurance. For the individual premium, the District will pay a dollar amount equal to 90% of the monthly rate. In addition, the District shall pay a dollar amount equal to 85% of the monthly rate for the two person and family coverage. The plan will give no less coverage than was provided and in effect in 1976-77. This applies to full time employees only.

Section 2. Effective July 1, 1995, the deductible for individual coverage shall be \$100, and the deductible two person and family coverage shall be \$300.

For any premium year in which the Health Insurance Premium increases by up to 6%, the enrolled employee will pay 50% of that incremental increase.

For any premium year in which the Health Insurance Premium increases by more than 6%, the enrolled employee will only pay 50% of the incremental increase to 6%. The District will absorb 100% of the increase above 6%.

Each employee will be provided with a booklet copy of the plan.

Section 3. Those employees with five or more years of service in the District, who work twenty or more hours per week on a regular basis and who are not covered or eligible for access to another employer's plan as to spouse or employee will be permitted to join the District's Health Insurance Plan. The District will contribute 35% per month toward the premium for the individual and dependent.

Section 4. Upon the date of ratification of this agreement, the prescription drug mail order co-pay shall be a three tiered single mail order co-pay (\$ 10/25/40).

Section 5. In the event that another bargaining unit in the Rensselaer School District obtain a prescription or dental plan, the CSEA will have the right to re-open negotiations on such items.

ARTICLE XIV / HEALTH INSURANCE (Continued)

Section 6. Effective July 1, 1991, and annually thereafter, unit members who are currently covered by the Rensselaer City School District Health Insurance or full-time employees new to the District who might be eligible for coverage through another employer may elect not to be covered by the Rensselaer City School District Health Insurance or any other plan (Health Maintenance Organizations) toward which the District contributes a premium under the following conditions and circumstances:

1. The employee who is covered must give written notice to the Business Office by July 1, of the year the employee is withdrawing, that they are electing to drop District health insurance coverage. Such notice shall remain in effect until coverage is requested again as stated below.
2. The covered employee must provide proof of other coverage of health insurance in a manner acceptable to the Business Office.
3. New employees who are eligible for District health insurance coverage must provide notice of waiver within thirty (30) days of appointment. Payment of the bonus option shall be pro-rated where applicable.
4. Full-time employees in the above categories who opt out of the District Health Plan for which they are eligible for coverage shall receive the following stipend in a single check in June of each school year:

Individual Plan	\$ 600
Two Person Plan	\$ 950
Family Plan	\$1,200

(Employees who work less than full-time and are covered under the District Health Plan may opt out but will receive a pro-rated payment.)

5. An employee who loses their other health coverage during the year and who has opted out of the District plan and wishes to re-enter must make immediate written request to the District Business office and will be re-admitted to the plan in accordance with the rules and regulations of the carrier. A unit member who returns to the District plan during the course of any school year will only be entitled to a pro-rata amount of the option stipend for the time the employee was not in the plan.
6. This option does not apply to any Unit member who is currently employed by the District and who is not currently participating in the District Health Plan.
7. Employees who elect this option must be in their correct plan of coverage, i.e., an individual in an individual plan, two person in two person plan, and dependent coverage in family plans.

ARTICLE XIV / HEALTH INSURANCE (Continued)

8. FULL AND PART-TIME EMPLOYEES ON STAFF AS OF JUNE 30, 1997 WILL CONTINUE TO CONTRIBUTE TOWARD HEALTH INSURANCE AS CURRENTLY WRITTEN IN THE 1994-1997 AGREEMENT.

Effective July 1, 1997, new full time hires will contribute twenty-five percent (25%) of the premium toward health insurance and all new hire part-time employees who would be defined in Section 3 of Article 14 may enroll in the District health plan and pay the full cost of the premium. In addition, the deductibles for new hires will be increased to \$150 for the individual and \$350 for the two person and family plans.

Section 7. Flexible Spending Plan

The members of the Rensselaer CSEA Unit will be allowed to enroll in the District Flexible Spending Plan as soon as it is developed and a plan administrator is selected. The plan will cover allowable insurance premium contributions, allowable medical expenses not covered by insurance, and allowable dependent care expenses in accordance with IRA rules and regulations governing such programs.

	<u>Plan Minimum</u>	<u>Maximum</u>
Health Benefit Premium	0	None
Health Care Reimbursement	\$200.00	\$2,000.00
Dependent Care	\$200.00	\$5,000.00

Section 8. Bus Drivers

If after five continuous months of the school year a bus driver's weekly schedule were to be decreased so that the driver would expect to lose certain benefits, then the affected driver will be allowed to retain health benefits for the balance of the fiscal year, but the district retains the right to reassign any and all types of bus driver duties in order to keep the affected bus driver gainfully employed up to their original weekly schedule.

ARTICLE XV / SICK LEAVE

All full-time employees shall earn sick leave at the rate of one day per month. Unused sick leave may be accumulated to a maximum of 175 days. Ten month employees previously allowed twelve days per annum will continue to earn twelve days at the rate of 1-1/5 days per month.

Employees working at least four hours per day will earn sick leave at the rate of one day per month up to a maximum accumulation of 65 days. All employees will receive, as of September 30 of each year, a notice of the total amount of sick leave accumulation.

Employees entitled to sick leave will be entitled to the monthly allotment at the end of the month, e.g., if employee is entitled to earn one day per month, the day will be credited at the end of the month for which the sick leave day is earned, not at the beginning of the month.

ARTICLE XVI

JURY DUTY LEAVE

All non-teaching employees have the right to leave time when called for jury duty or when subpoenaed as a witness when court action is related to School District business. Leave time for either of these requirements will be at the employee's regular rate of pay. The employee shall turn over to the District any payment received from the court for such service.

ARTICLE XVII

MISCELLANEOUS

Section 1A. All eligible maintenance personnel and the bus mechanic shall be furnished with four uniforms per year by the District. In the first year of the Agreement, (or when a new employee is hired), the Food Service Personnel will be given five (5) new uniforms. Thereafter, the employees will be provided three (3) new uniforms each year. The uniforms will be maintained by the employees. Maintenance personnel whose duties require them to work outside will be provided one all-weather rubber suit (jacket, hat, pants and boots). The bus mechanic will also be provided with a rubber suit.

Section 1B. The Employer shall purchase safety work shoes appropriate to the job for all Maintenance Men, Cleaners and the Bus Mechanic on an as needed basis, not more than once per year, up to a maximum of \$100.00. Such items are to be worn by the employees.

Section 1C. "WORKFARE", The District agrees that if Workfare is utilized by the District, no employees will lose their jobs as a result of such usage.

Section 2. The Employer agrees to print and distribute a copy of this Agreement to all employees within a reasonable time after final ratification by the Board and the Association. Costs to be shared equally by the parties.

Section 3. Snow Days

When a snow day is declared, the only personnel who will be required to report will be Central Office staff and Custodial Maintenance personnel.

An employee who is legitimately ill on the day a snow day is declared and who has sick leave may utilize sick leave for the day. The burden of proof that the employee is ill on such day(s) rests with the employee.

ARTICLE XVII / MISCELLANEOUS (Continued)

Section 4. Up to the first three (3) years of service, in the event of the discipline or dismissal of an employee, applicable Civil Service Law shall apply. In the event of the discipline or dismissal of an employee with three (3) or more years of service who would be entitled to be disciplined or dismissed in accordance with CPLR § 75 of the Civil Service Law, said employee may grieve such discipline or dismissal using the Grievance Procedure herein. The Grievance Procedure shall be the sole and exclusive method by which an employee can challenge said discipline or dismissal and the procedures of §75 are herewith waived. In the instance of discipline and dismissal under this article which is appealed to arbitration, the decision of the Arbitrator shall be final and binding in accordance with CPLR § 7500 et seq.

Section 5. All employees directed to use their automobiles for school business by their supervisor will be reimbursed at the rate established by the Board of Education at its annual meeting. For the term of this Agreement, the rate will be not less than the IRS approved rate.

Section 6. School Closings

On those days when school is closed as a result of a snow day or other emergency after the employees have reported to work, those employees who are not required to work and are sent home will be paid for the time worked on that day plus one additional hour except if such dismissal occurs during the last hour of their normal shift.

Section 7. Bus Drivers

During activity runs, the Bus Drivers shall be paid for all hours assigned to the bus and shall not have a lunch or dinner period deducted when the run does not provide time or opportunity for lunch or dinner.

Section 8. Labor-Management Committee

The District and the Unit will establish a Labor-Management Committee consisting of up to three (3) members representing the Unit and up to three (3) members representing the District. The purpose of this Committee is to discuss matters of mutual concern to the parties but the Committee will not discuss grievances or negotiations matters. The Committee will meet at least once a year. Either party may request additional meetings during the year. Meetings will take place on dates and times mutually convenient to the parties. The party requesting the meeting is to provide the other party with a list of topics to be discussed at least one (1) week in advance of the session unless such advance notice is not possible, e.g., an emergency of some kind.

ARTICLE XVIII

MATERNITY

Employees who are pregnant may use sick leave for the period of actual disability connected with the condition. Disability is determined by certificate from the employee's physician.

ARTICLE XIX

PERSONAL PROPERTY DAMAGE

The Board of Education will review claims of individual loss on damaged or destroyed property occurring as the result of accident or assault during the carrying out of an employee's assigned work duties. Each claim will be reviewed on a case by case basis by the Board to determine to what extent such reimbursement, if any, is to be made. If it is proven that an assault occurred during the employee's work duties, the District will restore any sick leave accruals utilized by the employee as a result of the assault.

ARTICLE XX

BEREAVEMENT / FAMILY LEAVE

Section 1. Bereavement Leave

An employee will be entitled to up to five (5) days for each occurrence of a death of the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather and grandmother, Grandchild, Step Parent and Step Children.

Section 2. Family Leave

An employee will be allowed up to five (5) days per year for the serious illness requiring bedside or household attention by the employee of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather and grandmother. All such days will be deducted from sick leave. Additional days may be granted with the approval of the School Business Administrator and these days will be deducted from sick leave. If an employee does not have any sick leave available, any such time off approved by the District will be without pay.

ARTICLE XXI

LEAVES OF ABSENCE

A leave of absence without pay or increment or advancement in step designation or seniority of up to one (1) year may be granted upon written request for personal reasons. Each written leave of absence request must be addressed to the Board of Education and include the specific starting and ending dates of the requested leave and the reason for requesting the leave. No such leave will be requested or granted for the purpose of seeking or holding another job. Minor employment supplementary to the purpose of the leave may be permitted upon written request and with the approval of the District.

All benefits to which an employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, will be restored to them upon their return, and will be assigned to the same position of title which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position or title. An employee who returns from such leave will be placed on at least the same level of salary they were on when the leave commenced.

ARTICLE XXII

OVERTIME

Section 1. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) in an employee's regularly scheduled workweek.

Section 2. Overtime will be assigned by the Supervisor from a rotating list within job title. The most senior employee on the list will be asked first, then in descending order. The Supervisor will go through the list in sequence. In the event the Supervisor is refused overtime by all on the list, the Supervisor shall appoint in rotation with the least senior employee first, then in ascending order. It is understood that the Supervisor is expected to make only one phone call or one personal contact in going through such rotation. They are not required to make repeat calls to employees who are not available.

Where the use of special equipment is concerned, e.g., snow plowing machinery, the Supervisor will select employees for overtime from a special list of those employees qualified to do the task. The list will be developed annually and revised in the event of staff turnover during the year.

Section 3. Authorized days of absence, including paid holidays, during the regularly scheduled workweek will count toward the forty hours base for overtime computation.

ARTICLE XXIII

PERSONAL LEAVE

Upon the approval of the Supervisor, an employee may be allowed two days of personal leave for personal business which cannot be conducted at any other time than work time. Request for the day must be made at least 48 hours in advance on the form provided by the District. The day shall be deducted from accumulated sick leave, if any. Personal leave will not be granted the day before or after a holiday, vacation or school recess. Permissible days are: house closing; required court appearance; graduation of member of immediate household; adoption of a child; death of member of family not covered under bereavement; for reasons other than those reasons stated here the employee must provide the reason. If an employee ends the contract year with enough sick time which would have been available for use of personal days and did not use the two (2) days stated herein, the employee will have the unused day(s) added to accumulated sick leave for the next year.

ARTICLE XXIV

GRIEVANCE PROCEDURE

Section 1. Purpose

It is the policy of the Rensselaer City School District and the Civil Service Employees Association Unit that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2. Definition

- A. **"Grievance"** is an alleged violation of this Agreement or dispute with respect to its meaning or application to the aggrieved part.
- B. **"Employee"** is any person in the Unit covered by this Agreement.
- C. **"Aggrieved Party"** is the employee who submits a grievance.

Section 3. Submission of Grievance

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
- B. Each grievance shall be submitted in writing on a form approved by the District and the Employee Unit and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought be the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew it or should have known of the events or conditions on which it is based.
- D. The aggrieved party may be represented at any formal level of the procedure by a representative of their choice.

Section 4. Grievance Procedure

A. Unit Supervisor

The Unit Supervisor shall respond in writing within seven work days after receipt of each grievance. If an aggrieved party is not satisfied with the response of the Unit or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Chief School Officer.

B. Chief School Officer

The Chief School Officer or their designated representative shall, upon request, confer with the aggrieved party (ties) with respect to the grievance and shall deliver to the aggrieved party (ties) a written statement of their position with respect to it no later than 10 work days after it is received by them.

ARTICLE XXIV / GRIEVANCE PROCEDURE (Continued)

Section 4. Grievance Procedure

C. Arbitration

In the event that CSEA, Inc. is not satisfied with the response of the Chief School Officer it may, within two (2) calendar weeks after receiving such response, refer the grievance to arbitration. The appeal shall be submitted in writing in accordance with the rules and procedures of the NYS Public Employment Relations Board (PERB).

The arbitrator's decision will be in writing and will set forth their finding, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall final and binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement. Cost of the arbitration will be shared equally by the parties.



Local 1000, AFSCME, AFL-CIO

**Rensselaer City School District
GRIEVANCE FORM**

me: _____ **Date of Hire:** _____ **Home Address:** _____

Department or Agency: _____

Job Title: _____ **Name of Supervisor:** _____ **Home Phone #:** _____

STEP 1

Contract Articles alleged violated or involved: _____

Date of Occurrence: _____

STATEMENT OF FACTS (Include names, dates, what happened): _____

Remedy Sought: _____

Date Submitted: _____ **Grievant's Signature:** _____

1st STEP DECISION

Date: _____ **Supervisor's Signature:** _____

Rejected: _____ **Sustained:** _____

DECISION ATTACHED

Date Decision received by Grievant: _____ **Grievant's Signature:** _____

The above Decision is satisfactory: _____

I wish to appeal the above Decision (Yes or No): _____

STEP 2

DETERMINATION ATTACHED

Date Decision issued: _____ **Reviewer's Signature:** _____

The above Decision is satisfactory: _____

I wish to appeal the above Decision (Yes or No): _____

Date: _____ **Grievant's Signature:** _____

ARTICLE XXV / HOURLY SALARY GRADE SCHEDULE "A"

Effective July 1, 2004 – June 30, 2005, each step on the current salary schedules will be increased by three percent (3%), except for the new hire rate which will remain as proposed by the District.

Effective July 1, 2005 – June 30, 2006, each step on the 2004-2005 salary schedules will be increased by three percent (3.0%)

Effective July 1, 2006 – June 30, 2007, each step on the 2005-2006 salary schedules will be increased by three percent (3.0%)

Effective July 1, 2007 – June 30, 2008, each step on the 2006-2007 salary schedules will be increased by three percent (3.5%)

Effective July 1, 2008 – June 30, 2009, each step on the 2007-2008 salary schedules will be increased by three percent (3.5%)

FOR 10, 11 AND 12 MONTH OFFICE PERSONNEL 2004-2005

JOB TITLE	GRADE	1 ST	2 ND	3 RD	4 TH	5 TH	MAX	11 TH	16 TH	20 TH
	1	11.00	11.87	12.41	12.77	13.31	13.62	14.12	14.46	14.61
	2	11.30	12.27	12.91	13.31	13.63	14.31	14.64	15.03	15.17
CLERK	3	12.40	12.77	13.31	13.75	14.31	14.82	15.14	15.69	15.84
TYPIST/TEL OP	4	12.60	13.31	13.75	14.31	14.82	15.38	15.82	16.36	16.52
ACCNT CLERK	5	12.80	13.75	14.31	14.82	15.51	16.04	16.56	17.05	17.20
	6	13.50	14.46	15.03	15.51	16.26	16.72	17.26	17.75	17.88
SR TYPIST	7	14.15	15.14	15.69	16.26	16.88	17.40	18.13	18.60	18.77
	8	14.85	15.82	16.56	17.06	17.75	18.27	18.95	19.47	19.60
SR ACCNT CLK	9	15.50	16.56	17.26	17.90	18.60	19.17	19.83	20.52	20.65
	10	16.30	17.40	18.13	18.79	19.47	20.16	20.88	21.56	21.71

PERCENT INCREASE 3.0%

FOR 10, 11 AND 12 MONTH OFFICE PERSONNEL 2005-2006

JOB TITLE	GRADE	1 ST	2 ND	3 RD	4 TH	5 TH	MAX	11 TH	16 TH	20 TH
	1	11.33	12.22	12.78	13.16	13.71	14.03	14.54	14.90	15.04
	2	11.64	12.64	13.29	13.71	14.04	14.56	15.08	15.48	15.63
CLERK	3	12.77	13.16	13.71	14.16	14.74	15.27	15.60	16.16	16.32
TYPIST/TEL OP	4	12.98	13.71	14.16	14.74	15.27	15.84	16.30	16.85	17.02
ACCNT CLERK	5	13.18	14.16	14.74	15.27	15.98	16.52	17.06	17.56	17.72
	6	13.91	14.90	15.48	15.98	16.75	17.22	17.78	18.28	18.42
SR TYPIST	7	14.57	15.60	16.16	16.75	17.39	17.92	18.67	19.16	19.33
	8	15.30	16.30	17.06	17.57	18.28	18.82	19.52	20.05	20.19
SR ACCNT CLK	9	15.97	17.06	17.78	18.44	19.16	19.74	20.42	21.13	21.27
	10	16.79	17.92	18.67	19.35	20.05	20.76	21.50	22.20	22.36

PERCENT INCREASE 3.0%

ARTICLE XXV / HOURLY SALARY GRADE SCHEDULE "A" (CONTINUED)**FOR 10, 11 AND 12 MONTH OFFICE PERSONNEL
2006-2007**

JOB TITLE	GRADE	1 ST	2 ND	3 RD	4 TH	5 TH	MAX	11 TH	16 TH	20 TH
	1	11.67	12.59	13.17	13.55	14.12	14.45	14.98	15.34	15.49
	2	11.99	13.01	13.69	14.12	14.46	14.99	15.53	15.94	16.10
CLERK	3	13.16	13.55	14.12	14.59	15.18	15.72	16.06	16.64	16.81
TYPIST/TEL OP	4	13.37	14.12	14.59	15.18	15.72	16.31	16.78	17.35	17.53
ACCNT CLERK	5	13.58	14.59	15.18	15.72	16.46	17.01	17.57	18.08	18.25
	6	14.32	15.34	15.94	16.46	17.25	17.73	18.31	18.83	18.97
SR TYPIST	7	15.01	16.06	16.64	17.25	17.91	18.46	19.23	19.73	19.91
	8	15.75	16.78	17.57	18.10	18.83	19.38	20.11	20.65	20.79
SR ACCNT CLK	9	16.44	17.57	18.31	18.99	19.73	20.34	21.03	21.77	21.91
	10	17.29	18.46	19.23	19.93	20.65	21.38	22.15	22.87	23.03

PERCENT INCREASE 3.0%

**FOR 10, 11 AND 12 MONTH OFFICE PERSONNEL
2007-2008**

JOB TITLE	GRADE	1 ST	2 ND	3 RD	4 TH	5 TH	MAX	11 TH	16 TH	20 TH
	1	12.08	13.03	13.63	14.02	14.61	14.95	15.51	15.88	16.04
	2	12.41	13.47	14.17	14.61	14.96	15.52	16.07	16.50	16.66
CLERK	3	13.62	14.02	14.61	15.10	15.71	16.27	16.63	17.22	17.39
TYPIST/TEL OP	4	13.84	14.61	15.10	15.71	16.27	16.89	17.37	17.96	18.14
ACCNT CLERK	5	14.05	15.10	15.71	16.27	17.03	17.61	18.19	18.72	18.89
	6	14.82	15.88	16.50	17.03	17.86	18.36	18.69	19.49	19.63
SR TYPIST	7	15.54	16.63	17.22	17.86	18.54	19.10	19.91	20.43	20.61
	8	16.31	17.37	18.19	18.73	19.49	20.06	20.81	21.38	21.52
SR ACCNT CLK	9	17.09	18.19	18.96	19.66	20.43	21.05	21.77	22.53	22.68
	10	17.90	19.10	19.91	20.63	21.38	22.13	22.92	23.67	23.84

PERCENT INCREASE 3.5%

**FOR 10, 11 AND 12 MONTH OFFICE PERSONNEL
2008-2009**

JOB TITLE	GRADE	1 ST	2 ND	3 RD	4 TH	5 TH	MAX	11 TH	16 TH	20 TH
	1	12.50	13.48	14.11	14.51	15.12	15.47	16.05	16.43	16.60
	2	12.84	13.94	14.67	15.12	15.49	16.06	16.63	17.08	17.24
CLERK	3	14.09	14.51	15.12	15.63	16.26	16.84	17.21	17.83	18.00
TYPIST/TEL OP	4	14.32	15.12	15.63	16.26	16.84	17.48	17.98	18.59	18.78
ACCNT CLERK	5	14.55	15.63	16.26	16.84	17.63	18.23	18.82	19.37	19.55
	6	15.34	16.43	17.08	17.63	18.48	19.00	19.62	20.17	20.32
SR TYPIST	7	16.08	17.21	17.83	18.48	19.19	19.77	20.60	21.14	21.33
	8	16.88	17.98	18.82	19.38	20.17	20.77	21.54	22.12	22.28
SR ACCNT CLK	9	17.62	18.82	19.62	20.34	21.14	21.78	22.53	23.32	23.47
	10	18.52	19.77	20.60	21.35	22.12	22.91	23.73	24.50	24.68

PERCENT INCREASE 3.5%

ARTICLE XXV / HOURLY SALARY GRADE SCHEDULE "A" (CONTINUED)

Beginning in the 10th year of service, full-time 12-Month Clerical employees will receive a longevity of \$245.00; full-time 11-Month Clerical employees will receive \$220.00; and full-time 10-Month Clerical employees will receive \$195.00.

Beginning in the 21st year of service, full-time 12-Month Clerical employees will receive a longevity of \$245.00; full-time 11-Month Clerical employees will receive \$220.00; and full-time 10-Month Clerical employees will receive \$195.00.

Longevity rate effective at anniversary date of employment pro-rated by number of paychecks.

ARTICLE XXV / SALARY SCHEDULE "B"

	04-05	05-06	06-07	07-08	08-09
PERCENT INCREASE	3.0%	3.0%	3.0%	3.5%	3.5%

JOB TITLE

MAINTENANCE STAFF

HEAD MAINT.	20.60	21.22	21.85	22.62	23.41
SR. MAINTENANCE	20.04	20.65	21.26	22.01	22.78

MAINTENANCE STAFF

1ST STEP	16.25	16.74	17.24	17.84	18.47
2ND STEP	17.26	17.78	18.31	18.96	19.62
3RD STEP	17.90	18.44	18.99	19.66	20.34
4TH STEP	18.44	18.99	19.56	20.24	20.95

CLEANER

1ST STEP	12.90	13.29	13.69	14.16	14.66
2ND STEP	13.83	14.25	14.68	15.19	15.72
3RD STEP	14.50	14.94	15.39	15.92	16.48
4TH STEP	15.38	15.84	16.31	16.89	17.48

MECHANIC

1ST STEP	17.70	18.23	18.78	19.44	20.12
2ND STEP	18.79	19.35	19.93	20.63	21.35
3RD STEP	19.29	19.87	20.47	21.18	21.92
4TH STEP	19.83	20.42	21.03	21.77	22.53

* Note: The Maintenance, Cleaner and Mechanic staff will receive the Second Step after a minimum period of 6 months in Step, the Third Step after a minimum period of 12 months in Step.

The employee shall receive in writing their evaluation during their first and second steps.

ARTICLE XXV / SALARY SCHEDULE "B" (Continued)

	04-05	05-06	06-07	07-08	08-09
PERCENT INCREASE	3.0%	3.0%	3.0%	3.5%	3.5%

TEACHER AIDES

1ST STEP	9.50	9.79	10.08	10.43	10.80
2ND STEP	10.37	10.68	11.00	11.39	11.79
3RD STEP	10.96	11.29	11.63	12.03	12.45
4TH STEP	11.22	11.55	11.90	12.32	12.75
5TH STEP	11.45	11.80	12.15	12.58	13.02
6TH STEP	11.54	11.88	12.24	12.67	13.11
7TH STEP	11.58	11.92	12.28	12.71	13.16

ATTENDANCE OFFICER

1ST STEP	10.80	11.12	11.46	11.86	12.27
2ND STEP	11.66	12.01	12.37	12.80	13.25
3RD STEP	11.74	12.09	12.46	12.89	13.34
4TH STEP	11.77	12.13	12.49	12.93	13.38

BUS DRIVER

1ST STEP	15.50	15.97	16.44	17.02	17.62
2ND STEP	16.56	17.06	17.57	18.19	18.82
3RD STEP	16.69	17.19	17.70	18.32	18.96
4TH STEP	16.74	17.24	17.76	18.38	19.02

BUS DISPATCHER

1ST STEP	16.30	16.79	17.29	17.90	18.52
2ND STEP	17.40	17.92	18.46	19.10	19.77
3RD STEP	17.51	18.04	18.58	19.23	19.90
4TH STEP	17.56	18.09	18.63	19.28	19.96

NURSE	21.69	22.34	23.01	23.82	24.65
MESSANGER	11.74	12.09	12.46	12.89	13.34
ATTENDANCE					
ASSISTANT	11.63	11.98	12.34	12.77	13.22
ASSISTANT					
NETWORK ENG.	16.52	17.02	17.53	18.14	18.78

SPECIAL AID FUNDED POSITIONS

JOB COORD.	12.78	13.17	13.56	14.04	14.53
STUDENT SERV.	14.90	15.35	15.81	16.37	16.94
PRE-K COORD.	16.48	16.97	17.48	18.10	18.73

ARTICLE XXV / SALARY SCHEDULE "B" (Continued)

FOOD SERVICE SCHEDULE

NON-INSTRUCTIONAL SALARY SCHEDULES

PERCENT INCREASE	04-05 3.0%	05-06 3.0%	06-07 3.0%	07-08 3.5%	08-09 3.5%
HANDLERS					
1ST STEP	14.07	14.49	14.93	15.45	15.99
2ND STEP	14.28	14.70	15.15	15.68	16.22
3RD STEP	14.42	14.85	15.30	15.83	16.39
GROUP LEADERS					
1ST STEP	14.58	15.02	15.47	16.01	16.58
2ND STEP	14.73	15.17	15.63	16.17	16.74
3RD STEP	15.04	15.49	15.95	16.51	17.09
CASHIERS					
1ST STEP	11.74	12.09	12.46	12.89	13.34
2ND STEP	11.95	12.31	12.68	13.12	13.58
3RD STEP	12.15	12.52	12.89	13.35	13.81

ARTICLE XXVI

LONGEVITY

Section 1. Full-time, 12-Month employees will receive a two hundred seventy (\$270.00) longevity beginning in the 9th year of service in the District.

Section 2. Less than full-time 12-Month employees will receive a two hundred twenty (\$220.00) longevity beginning in the 9th year of service in the District.

Section 3. Full-time, 11-Month employees will receive a two hundred and thirty five dollar (\$235.00) longevity beginning in the 9th year of service in the District.

Section 4. Less than full-time 11-Month employees will receive a one hundred and ninety five dollar (\$195.00) longevity beginning in the 9th year of service in the District.

Section 5. Full-time, 10-Month employees will receive a two hundred twenty dollar (\$220.00) longevity beginning in the 9th year of service in the District.

Section 6. Less than full-time, 10-Month employees will receive a one hundred seventy dollar (\$170.00) longevity beginning in the 9th year of service in the District.

Longevity rate effective at anniversary date of employment pro-rated by number of paychecks.

ARTICLE XXVII

EVALUATION

Section 1. Each employee's performance shall be appraised annually by their immediate Administrative Supervisor:

1. Each employee's performance shall be appraised annually by their immediate Administrative Supervisor.
2. The current Performance Appraisal form that has been developed by the parties will continue in use during the term of this agreement.
3. The annual formal written evaluation will be made between July 1 and June 30 of each year.

ARTICLE XXVIII

SICK LEAVE BANK

1. A sick leave bank will be established to provide additional sick leave credits to employees who have exhausted sick leave credits because of serious long-term illness or disability.

ARTICLE XXVIII / SICK LEAVE BANK (Continued)

2. The bank will consist of days voluntarily donated by unit members but not to exceed one (1) per year per unit member. Less than full-time unit members will donate their equivalent days to the bank and days for use of sick leave bank will be in equivalent days.

Contributions to the bank shall be made in writing and signed by the employee on a form agreed upon by the District and the Association. The deadline for donations shall be October 1 of the school year. No employee may contribute more than a total of two (2) sick days and the maximum number of days available in the bank may not exceed two times the number of unit members who have contributed.

3. The bank will be administered by the Superintendent, or his/her designee, and the President of the Association. The decision of the Superintendent and the President of the Association on the allowance of days shall be final.
4. An applicant must submit satisfactory proof of illness or disability to the Superintendent and the Association President. Such proof shall include a physician of the District's choosing verify the employee's illness.
5. A ten-month (school year) employee collecting from the bank at the end of the school year, whose illness extends to the following school year, must reapply to the bank in September if still eligible.
6. Should the total days in the bank fall below thirty (30) during the course of a school year, the bank may be reopened for additional voluntary contributions of one day per unit member above and beyond the two-day limitation specified in Section 2.
7. An eligible applicant may be granted up to thirty (30) days of sick leave credits from the bank. The request must be in writing to the Superintendent with a copy to the Association President. In the event the applicant exhausts the thirty (30) days, he/she may reapply to the bank.
8. As a condition of eligibility, the employee must have been a member of the bank within the preceding year of the onset of illness or disability. No request for leave shall be granted unless both the President and Superintendent, or his/her designee, agree, and the granting or failing to grant an applicant shall be in their sole and exclusive direction and shall not in any way be reviewable. The President and the Superintendent, or his/her, designee, may modify any approved application, that is, grant fewer days than requested or take whatever other action they may deem to be appropriate.
9. No request for sick leave credits will be granted until at least thirty (30) days have been contributed to the bank.

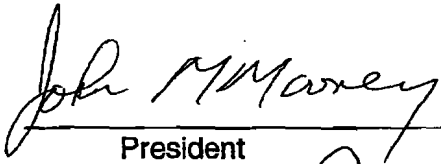
ARTICLE XXIX

DURATION

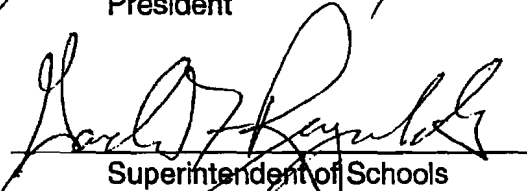
The above Agreement constitutes a complete agreement of the parties for a five-year Agreement. Salaries to be effective July 1, 2004 to June 30, 2009.

ARTICLE XXX / SIGNATURES

FOR THE RENSSELAER CITY SCHOOL
DISTRICT BOARD OF EDUCATION



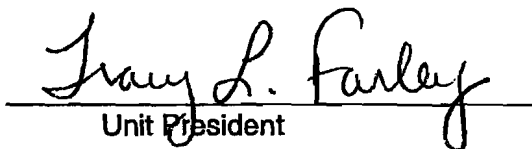
President



Superintendent of Schools

DATED: 5/10/05

FOR THE RENSSELAER CSD UNIT OF
RENSSELAER EDUCATION LOCAL #871
OF THE CSEA, INC., LOCAL 1000,
AFSCME, AFL-CIO



Unit President



Labor Relations Specialist

APPENDIX B
SCHEDULE OF FEES

A. DISTRICT agrees to pay QUESTAR III the following fees for WORK identified in Appendix A of this AGREEMENT:

The estimated cost to perform this service is \$13,780.

This fee includes a maximum of 26 FTE days' service, including preparing and presenting reports to the audit committee or board of education. If the engagement extends beyond 26 days, inclusive, the district will be billed the additional services at prevailing hourly rates. This fee was developed based on our understanding of the size and complexity of the district. The fee could be higher or lower depending on the quality and availability of the information requested at the commencement of the engagement. Actual charges will be billed to the district based on prevailing hourly rates for the staff performing the actual services. The fee is based on a \$530 per staff day, based upon a 7.5 hour day.

B. QUESTAR III will provide DISTRICT with monthly invoices for services. DISTRICT will pay QUESTAR III no later than thirty (30) days from the date of the billing statement. The invoices provided by Questar will detail dates of service, hours worked each day, level of service provided as defined under scope of work and the charges for these dates.